

Request for Proposals
CONSULTING ENGINEERING AND LAND PLANNING SERVICES

Proposal Number: 2021-01A



June 16, 2021

Issued By:

**Commissioners of Bridgeville
Town Manager
101 North Main Street
Bridgeville DE 19933
(302) 337-7135**

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INTRODUCTION

1.1 PURPOSE

The Town of Bridgeville, Delaware, seeks to establish an annual agreement with a qualified Engineering firm to provide consulting engineering and land planning services regarding the Land Use Development Code, including the review of land use applications, concept and site plans for compliance with the Bridgeville Land Use Development Code and other applicable codes, e.g., state stormwater management regulations.

Sealed bids for the Town of Bridgeville Consulting Engineering and Land Planning Services Contract will be received by the Town Manager of Bridgeville until **1:00 p.m. EDT on Friday, August 6, 2021**, at the Town Hall, 101 North Main Street, Bridgeville, DE 19933 at which time they will be opened, read, and recorded.

1.2 CLARIFICATION OF TERMS

Professional firms or individuals that submit a bid for the award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor awarded the Contract is herein referred to as the ("Successful Vendor").

1.3 QUESTIONS AND INQUIRIES

A. Questions regarding the Proposal Documents or procedures should be referred to Bethany R. DeBussy, Town Manager, Town Hall, 101 North Main Street, Bridgeville DE 19933, during regular business hours, or by email at bdebussy@townofbridgevillede.us.

B. Copies of the Proposal Documents are available in the Office of Town Manager, Town Hall, 101 North Main Street, Bridgeville DE 19933, during regular business hours bdebussy@townofbridgevillede.us or via our website <https://bridgeville.delaware.gov/>

1.4 NOTICE TO VENDOR

Before a Vendor submits the Proposal, it will need to become fully informed as to the extent and character of the work required and is expected to thoroughly familiarize themselves with the requirements of this Contract's specifications. Failure to do so will relieve the Vendor of the responsibility to perform in accordance therewith fully.

No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be performed; it is understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.

1.5 SUBMITTAL REQUIREMENTS

For evaluation purposes, each Proposal submitted should include at least the following items in the order listed below with tabs or dividers between each section. If the Proposal does not respond to a specific requirement, the Town, at its sole discretion, may eliminate that prospective Vendor, or not, from consideration.

A. Cover Letter

The cover to the Vendors proposal must be signed by a representative authorized to legally bind the Vendor and include:

1. Name, telephone number, and email address of a contact person with authority to answer questions regarding the Proposal.
2. Identification of the firm as a corporation or other legal entity.
3. Certificate of General Liability and Workman's Compensation Insurance.
4. Professional licenses for members of the project team, where applicable.
5. Delaware Business License.

B. Firm Experience and Capabilities

Provide the Town with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as a statement of qualifications demonstrating a minimum of (3) three years of experience performing similar work. Please address the following:

1. Summarize the organizational structure, ownership, and size of your firm, plus its date of organization and current principal place of business.
2. Provide a list of all government or private entities for which your firm has previously provided equivalent services.
3. Specifically, address your firm's experience with the type of services listed.
4. Explain the company's philosophy and approach to managing workload and assigning resources.
5. Please describe the types of projects in which your firm has specialized. Include an example of a project which typifies the product of your firm.
6. Discuss how your firm will respond quickly to the Town's needs. How will you maintain close effective communications with Town staff?
7. Document your firm's ability to provide high-quality service on schedule and within budget. Discuss control systems you will utilize to manage projects effectively.

8. Please indicate if you are aware of any personal or organizational conflicts of interest. Provide an explanation of your firm's (or any sub-consultants that your firm is using in the provision of these services) involvement in ongoing or pending litigation, claims, suits against the Town of Bridgeville, any government, or private entity, if any.

C. Project Team Qualifications and Experience

1. Name of Designated Managers.
2. Organization's name (e.g., managers department, unit, division, etc.), functional discipline, and responsibility of all staff assigned to the account, as well as staff size and availability.

D. Sub-Consultants

List any sub-consultants needed to provide any and all requirements of this RFP and identify all sub-consultants and/or other proposed members of the Project Team not mentioned to this point. Describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide specified services.

Respondents shall clearly state whether they intend to subcontract any portion of the work herein. The names of all sub-consultants, together with a description and anticipated percentage of the potential work being subcontracted, are to be provided to the best of your ability. The Prime Consultant assumes full liability and responsibility for the performance of all sub-consultants.

E. Number of Copies

Please submit five (5) copies of the Proposal and one (1) flash drive with the presentation in PDF format.

Submittal of proposals and all other correspondence and communications regarding this RFP should be directed to:

Bethany R. DeBussy
Town Manager, Town Hall
101 North Main Street
Bridgeville DE 19933

Please note: All materials submitted regarding this RFP are public property and are subject to Delaware Public Records Laws. The Town of Bridgeville reserves the right to reject any and all proposals, and the submission of a proposal is not a guarantee of contract award.

END OF SECTION

SECTION 2

GENERAL INFORMATION

2.1 ECONOMY OF PROPOSAL

Proposal documents will be prepared simply and economically, providing a straightforward and concise description of the Consultant's capabilities to satisfy the requirements of the proposal documents. Emphasis should be on completeness and clarity of content.

2.2 RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the proposal documents. The Consultant will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of similar nature.
- B. Neither the Town's review, approval, or acceptance of, nor receipt of payment for any of the work/services required under the awarded Contract will be construed to operate as a waiver of any rights made under the Contract or any cause of action arising out of the performance of the Contract, and the Consultant will be liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of the Contract.
- C. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.

2.3 CONTRACT EXTENSION

A written extension to the Consultant by the Town in the form of a Purchase Order or other contract documents will result in a binding contract. If the Consultant fails or refuses to sign and deliver the Contract and the required license and insurance documentation, the Town will have the right to negotiate with any interested Consultants for these services. The Consultant will be required to execute the Contract within fourteen (14) calendar days from the date on the extension letter. The Town will send the Contract with the Notice of Extension letter and a Purchase Order.

2.4 AUDIT

The Consultant agrees to retain all books, records, and other documents relative to the

awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State Auditors will have full access to and the right to examine any of said materials during said period.

2.5 COLLUSION/FINANCIAL BENEFIT

- A. The Consultant certifies that its completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same work/services, without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the Bid Document, Consultant certifies that no member of the governing body of the Town, or members of their immediate family, including spouse, parents, siblings or children, or any other officers or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council has received or has been promised, directly or indirectly, any financial benefit related to this Bid Document and subsequent Contract.

2.6 SUSPENSION OR TERMINATION FOR CONVENIENCE

- A. The Town shall have the right, at any time by written notice, for its convenience, to terminate the work, in whole or in part.
- B. The Consultant, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting work furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
- C. In the event of termination, pursuant to Section B, the Town will pay the Consultant's expenses verified by final invoice as set forth in Section C for the following:
 - 1. Completed and acceptable work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work.
 - 2. Expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.

2.7 TERMINATION FOR CAUSE

Either party may terminate the Contract in the event the other party has materially breached or defaulted in the performance of any obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period. If a party defaults under any of the Contract's terms, the non-defaulting party will give the defaulting party written notice of the default. The defaulting party has ten (10) business days after receipt of this notice to cure the default. If the defaulting party fails to cure this default within this defaulting time period, the non-defaulting party may exercise those remedies granted under the Contract or applicable law. Notwithstanding the above, in the case of a failure to pay any amount due hereunder, the period for cure of any such default following notice thereof will be ten (10) days and, unless payment is made with such period, the termination will become effective at the end of such period.

END OF SECTION

SECTION 3 SCOPE OF WORK

3.1 GENERAL

The Town of Bridgeville is a municipal corporation located in Northwest Fork Hundred, Sussex County, Delaware, with an estimated population of 3,137 (2019) and an area of 4.82 square miles. The Commissioners have adopted a Comprehensive Land Use Plan and a Land Use and Development Code. The work under this agreement will consist of various individual task assignments on an as-needed basis.

3.2 SCOPE OF CONSULTANT SERVICES

A. General

The Consultant shall furnish all necessary labor, materials, and equipment to provide the Town of Bridgeville with professional engineering and land planning services when required to provide consulting engineering and land planning services regarding the Land Use Development Code, including the review of land use applications, concept and site plans for compliance with the Bridgeville Land Use and Development Code, the Comprehensive Plan, and other applicable county, state, or federal rule, regulation, and law, e.g., state stormwater management, etc., relating to the review.

The Town of Bridgeville reserves the right to vary the number of personnel required from the Consultant dependent on the demand required to meet the urgency of the analytical and/or construction project.

B. Examples of Type of Services:

1. General Civil Engineering Services.
2. Traffic Engineering and Planning Services.
3. Transportation and Traffic Planning Services.
4. Land Use Planning Services relevant to the Land Use and Land Use Development Code, Comprehensive Plan, and related Code provisions, including county, state, or federal requirements applicable to land use in Bridgeville.
5. Miscellaneous consulting and support services as agreed upon by the Town and the Successful Vendor.

C. Manpower

1. The Consultant shall include two (2) key staff individuals. Additionally, the Consultant shall name one (1) liaison engineer who will be the only individual to be contacted by the Town of Bridgeville. The liaison engineer may be but does not have to be a key staff individual. Key staff individuals must be employees of the Prime Consultant and be a Professional Engineer registered in the State of Delaware.
2. In all cases, the Consultant will be required to certify their work which must contain the signature and seal of a Professional Engineer who is registered in the State of Delaware and is a permanent employee of the Prime Consultant.
3. When the Consultant is required to prepare Metes and Bounds Right-of-Way Plats, the Plats must be certified as correct by the Consultant. Each Record Plat shall contain the signature and seal of either a Professional Land Surveyor or Property Line Surveyor who is registered in the State of Delaware.

3.3 CONTRACT AND TASK ORDER ADMINISTRATION

- A. All Notices to Proceed issued by the Town of Bridgeville for each task will designate a Project Manager for the task. All work performed by the Consultant shall be under the supervision and direction of the Project Manager.
- B. At all meetings between the Town of Bridgeville and the Consultant held in conjunction with the services provided under each task, the Consultant shall take minutes of all topics discussed, and the dispositions or conclusions reached. Within one (1) week, the Consultant shall prepare the meeting minutes and submit the same to the Project Manager for approval.
- C. All modifications to the scope of work or extra work under any task assignment must be authorized and approved by the Town of Bridgeville prior to the performance of such modification or extra work.
- D. The Consultant shall provide to the Town of Bridgeville monthly progress reports which describe the work performed under each task, any problems encountered, man-hours expended by each member of the Consultant's firm and the total dollar expenditure on each task during the reporting period. Progress reports shall be delivered to the Director of Planning, Zoning, and Development within one (1) week of the monthly reporting period and shall be attached to all invoices when submitted for payment.
- E. The Consultant's work shall be under the direction of the Director of Planning, Zoning, and Development. Any changes in the Key Personnel shall be subject to review and approval by the Town of Bridgeville.
- F. Basis of Payment
 1. Compensation will be based on cost. The Consultant shall list the names,

job titles, and hourly rate for all staff included in this Proposal.

2. Invoices for services provided shall include a copy of an employee timesheet, task assignment, and cost breakdown for each individual task during the billing cycle.

3. Schedule of reimbursable expenses, e.g., mileage, copies, etc.

3.4 TASK DELIVERABLES

- A. All task and project deliverables shall be submitted in accordance with the Town of Bridgeville timetables.
- B. All drawings shall be developed and submitted to the Town of Bridgeville within one (1) week of completion.
- C. Consultant shall effectively staff and schedule contract document production at the 30% level of completion, 60% level of completion, 90% level of completion, and final Plans, Specifications & Estimates (PS&E) unless otherwise negotiated with the Town of Bridgeville.
- D. Consultant shall address and/or incorporate submittal review comments by the Town of Bridgeville in all subsequent submittals.

3.5 VENDOR STAFFING REQUIREMENTS

The Consultant shall provide a detailed staffing chart listing the names, job titles, and hourly rates for all staff included in this Proposal.

The Consultant shall document that all the individuals listed in the staffing chart are licensed in the State of Delaware where applicable (include Registration Certificate Number).

3.6 TENTATIVE SCHEDULE

The tentative schedule for this request for proposals is as follows:

Release of RFP: July 16, 2021

Deadline for Questions:

Proposal Submission Deadline: August 6, 2021

Selection Committee Reviews: August 9, 2021

Recommendation for Approval to Commissioners:
August 9, 2021

Notice to Proceed on or before: August 13, 2021

END OF SECTION

SECTION 4

EVALUATION PROCESS

4.1 GENERAL

An Evaluation Committee consisting of Town staff will review all proposals. The committee will independently evaluate the proposals within each category based on the following criteria.

4.2 EVALUATION CRITERIA

- (1) Experience and reputation;
- (2) Expertise;
- (3) Capacity to meet requirements (size, financial condition, etc.);
- (4) Location (geographical);
- (5) Demonstrated ability;
- (6) Familiarity with land use planning its requirements; or
- (7) Distribution of work to individuals and firms or economic considerations.

END OF SECTION

SECTION 5
NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn deposes and
says that:

1. They are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ Consultant Firm that has submitted the attached Bid Documents;
2. They are fully informed respecting the preparation and contents of the attached Bid Document and all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Consultant Firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, convinced or agreed, directly or indirectly, with any other Consultant, firm, or person to submit a collusive or sham Bid Document in connection with the work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Consultant, firm, or person to fix the prices or labor rates in the attached Bid Document or of any other Consultant, or to fix any overhead, profit, or cost elements in the Bid Document prices and labor rates, or Bid Document prices and labor rates of any other Consultant, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any persons interested in the work.
5. The prices and labor rates quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Consultant or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

_____r e_____	By: _____	_____
Witness		Signature

END OF SECTION

SECTION 6

NOTICE OF AWARD

[Consultant Name]
[c/o]
[Consultant Address]
[Consultant Address]

Project Description: Consulting, Engineering Services, and Project Management

The Town of Bridgeville has considered the Completed Proposal Document submitted by your organization for the above-referenced project. The award of this Contract has been approved by the Mayor and Town Council at their _____ meeting. You are hereby notified that your Completed Proposal Document has been accepted for General Engineering Services and Project Management for a five (5) year period beginning at the time of Notice to Proceed.

You are required to execute the Contract, furnish your organization's State of Delaware Business License, Town of Bridgeville Business License, and furnish the Consultant's Certificate of Insurance within fourteen (14) days from the date of this Notice to you.

You are also required to return an acknowledged copy of this Notice of Award to the Town of Bridgeville.

Date: _____

By: _____

Bethany R. DeBussy-Town Manager
Town of Bridgeville, Delaware

ACCEPTANCE OF NOTICE

Receipt of Notice of award is hereby acknowledged by:

_____ this _____ day of _____, 2021.

By: _____

Title: _____

END OF SECTION

SECTION 7

CONTRACT

THIS CONTRACT made this _____ day of _____, 2021 by and between the Town of Bridgeville hereinafter called "Town" and _____ doing business as a corporation hereinafter called "Successful Consultant."

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Consultant will furnish material, supplies, tools, equipment, labor, and other services necessary for the completion of the work described herein.
2. Successful Consultant will commence work required by the Contract Documents within fourteen (14) calendar days after the date of the Notice to Proceed unless the period for commencement is extended otherwise by Contract Documents.
3. Successful Consultant agrees to perform all work described in the Bid Documents and comply with the terms therein.
4. The term "Contract Document" means and includes the following:
 - a. Advertisement
 - b. Section 1: Introduction
 - c. Section 2: General Information
 - d. Section 3: Scope of Services
 - e. Section 4: Technical Questions
 - f. Section 5: Evaluation and Selection Process
 - g. Section 6: Non-Collusive Affidavit
 - h. Section 7: Notice of Award
 - i. Section 8 Contract
5. The Town will pay the successful Consultant in the manner and at such times as set forth in the Bid Documents.
6. The Contract will be binding upon all parties hereto have executed or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

CONSULTANT:

TOWN:

BY: _____

BY: _____
Bethany R. DeBussy, Town Manager